

REMARKS

In response to the above-identified Office Action, Applicants request continued examination and submit the following remarks and respectfully request reconsideration of the application in light of these remarks.

Claims 1-23 are pending. Claims 1 and 16 have been amended. Claims 24-27 were previously canceled.

Examiner rejected claims 1-8 under 35 U.S.C. 103(a) as being unpatentable by U.S. Patent 5,910,987A (hereinafter Ginter). Examiner rejected claims 9-15 as being unpatentable over Ginter in view of U.S. Patent 6,167,378 (hereinafter Webber). Examiner rejected claims 16-23 as being unpatentable over Ginter in view of U.S. Patent 6,016,509A (hereinafter Dedrick). Applicants respectfully traverse these rejections for the reasons set out below.

While Applicants do not agree with Examiner's assertion that "enhanced content programming" can be any kind/type of data that a user wants to acquire from a content provider, Applicants still contend that these references alone or in combination do not teach or suggest all limitations of independent claim 1 or 16. Examiner is respectfully requested to consider these comments and remarks when reviewing the other independent claims for allowability. The arguments made with respect to claim 1 are equally applicable to claim 16.

Ginter does not teach or suggest the present invention as claimed:

1. (Currently amended) A method of controlling a network transaction between a user receiver and a content provider occurring over a network operated by a network operator, the content provider offering enhanced content programming relating to the network transaction, the method comprising the steps of:
initiating a request for the enhanced content programming, said request initiated by the user receiver and directed at the content provider via the network, wherein the enhanced content programming includes enhanced television signal permitting user interactivity;

intercepting the request for enhanced content programming, said intercepting step performed by a third party;

appending information to the request for enhanced content programming, said appending step performed by the third party;

transmitting the appended request for enhanced content programming to the content provider, said transmitting step performed by the third party;

directing the enhanced content programming responsive to said appended request at the user receiver via the network, said directing step performed by the content provider;

intercepting the enhanced content programming, said intercepting step performed by the third party and determining whether the enhanced content programming includes markers inserted by the content provider in response to information appended by the third party to the request;

determining if the enhanced content programming complies with a set of third party parameters by examining the markers;

permitting the enhanced content programming to be received by the user receiver if the enhanced content programming complies with said set of third party parameters; and

preventing the enhanced content programming from being received by the user receiver if the enhanced content programming does not comply with said set of third party parameters. (Emphasis added.)

Ginter discloses a system for secure transaction management and electronic rights protection. Ginter's system utilizes a virtual distribution environment (VDE), which controls, meters and monitors use of electronically stored and disseminated information (see Abstract).

"Electronic appliances under control of VDE represent VDE 'nodes' that securely process and control; distributed electronic information and/or appliance usage, control information formulation, and related transactions." (Col. 9, lines 41-44.) Ginter requires that VDE software/hardware be implemented in every node in the system. "VDE, in its preferred embodiment, employs object software technology and uses object technology to

form "containers" for delivery of information that is (at least in part) encrypted or otherwise secured. These containers may contain electronic content products or other electronic information and some or all of their associated permissions (control) information." (Col. 13, lines 40-46.) No such a limitation is placed in Applicants' claims. By way of example, Applicants' claim 1 simply has a content provider directing enhanced content programming toward a user receiver. Any limitation on whether or not that enhanced content programming reaches the user receiver is decided by a third party but the use of secure encrypted containers is not required. Ginter is directed toward keeping data secure by having the content creator place restrictions on the use of the content in the containers. As such, in Ginter the content creator is the one that makes the decision as to whether or not the content will be provided to a user by the restrictions it places in the VDE container.

Ginter does not teach "intercepting the request for enhanced content programming, said intercepting step performed by a third party." Fig. 84 depicts content distribution through a content VDE chain handling. "The Internet Repository 3406 VDE containerizes, including encrypts, selected object content as it streams out of the Repository in response to an online, user request to download an object." (Col. 310, lines 7-10.) Assuming that the Internet Repository is the content provider, then the Publisher would have to be the equivalent of a third party in order to read on Applicants' claims and would have to append information to the user's request that was directed toward the content provider. However, "[t]he information provided in ... repository ... may be provided to different publishers. Publishers 3408 may, in turn, provide some or all of the information they obtain to end users." Therefore Publishers in Ginter are content providers and not a third party. A user requests content from a Publisher, not the Repository, and downloads content straight from the Publisher without the Repository doing anything. This means that there is not third party intercepting the request as required by Applicants' claims.

Ginter does not teach the third party “intercepting the enhanced content programming...and determining whether the enhanced content programming includes markers inserted by the content provider in response to information appended by the third party to the request.” In Fig. 41d, it could be interpreted that Ginter uses the content object distributor 106 as a middleman. The distributor 106 requests something from the content object creator 102. In the example given in Ginter the distributor is requesting budget. “Budget method 1510 may respond to a “distribute” event by performing a distribute process 1472 that defines the process and/or control information for further distribution of the budget.” (Col. 170, lines 26-29.) The user requests budget from the distributor. Even if one were to substitute “budget” for “enhanced content programming” that is not the same as what applicant is claiming. The distributor is the entity that the user will get the content from. In the VDE system, this distributor already has the content so there is no third party intercepting a request for content programming as the user simply requests content from the distributor and receives it from the distributor. (See for example, Col. 309, lines 62-64.)

Never does Ginter have a third party doing anything as is required by Applicants’ claim 1. Applicants’ claim 1 requires that a user receiver generate a request directed toward a content provider, a third party intercept that request, and a content provider provide enhanced content programming. Ginter teaches a VDE process generating a request and getting a response from another node. When three nodes do get involved in Ginter the result is a “chain of control.” (Figs. 41c, 41d and Col. 169, lines 57-67). A first VDE node generates a request, a second node passes the request on, a third node responds back to the second node, and finally the second node responds back to the first node. The first node is directing its request to the second node, which is not the equivalent of intercepting. Directing the request to the second node means that the user is aware of the second node and never makes a request of the third node. As another example of Ginter’s invention see Fig. 84, where the user connects to the Publisher but

does not ever connect to the content creator. As discussed above, that means that the Publisher is the content provider and that no third party intercepts anything. Applicants' claims, however, have the user receiver directing its request to the content provider only to have a third party intercept that request.

For at least the above reasons, Ginter does not make Applicants' claim 1 obvious. Applying the same rationale to Applicants' claim 16, nor does Ginter render the relevant portions of Applicants' claim 16 obvious.

As the remaining claims are dependent on claim 1 or 16 they therefore also allowable for at least the same rationale. Applicant submits that Examiner's rejections with respect to these claims are also successfully traversed.

CONCLUSION


The Applicants submit that the rejections under 35 U.S.C. § 103 have been addressed, and withdrawal of this rejection is respectfully requested. The Applicants furthermore submit that all pending claims are in condition for allowance, which is earnestly solicited.

Authorization is hereby given to charge our Deposit Account No. 02-2666 for any charges that may be due. Furthermore, if an extension is required, then Applicants hereby request such an extension.

Respectfully submitted,
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Dated: 10/15/04

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